



San Jose Fire Fighters • Local 230

425 E. Santa Clara Street, Suite 300, San Jose, CA 95113 • (408) 286-8718 • FAX (408) 286-2577



SAN JOSE FIREFIGHTER SETTLEMENT PROPOSAL JULY 19, 2010

TERM

This Memorandum of Agreement (hereinafter, "Agreement") shall become effective July 1, 2009, except where otherwise provided, and shall remain in effect through June 30, 2011. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

WAGES

Fiscal Year 2009-2010, zero (0%) wage increase.

Fiscal Year 2010-2011, zero (0%) wage increase.

ADDITIONAL EMPLOYEE RETIREMENT CONTRIBUTIONS

Effective June 27, 2010 through June 25, 2011, all employees represented by the IAFF Local 230 will make an additional retirement contribution in the amount of 5.25% of pensionable compensation and the amounts so contributed will be applied to reduce the contributions that the City would otherwise be required to make for the pension unfunded liability, which is defined as all costs in both the regular retirement fund and the cost-of-living fund, except current service normal costs in those funds. This additional employee retirement contribution would be in addition to the employee retirement contribution rates that have been approved by the Police & Fire Department Retirement Board. The intent of this additional contribution by employees is to reduce the City's required pension retirement contribution rate by a commensurate 5.25% of pensionable compensation.

TREATMENT OF ADDITIONAL EMPLOYEE RETIREMENT CONTRIBUTIONS

These contributions shall be treated in the same manner as any other employee contributions. Accordingly, the intent of these additional payments will be made on a pre-tax basis through payroll deductions pursuant to IRS Code Section 414(h)(2) and will be subject to withdrawal, return and redeposit in the same manner as any other employee contributions.

IMPLEMENTATION OF ADDITIONAL EMPLOYEE CONTRIBUTIONS AND MISSED CONTRIBUTIONS

It is the intent of the parties that the employees pay the entire annual amount of the additional retirement contributions for the 2010-2011 Fiscal Year. Since the additional employee contributions will not be implanted in the City's payroll system the Finance Department will compute the rate that will generate the total amount of additional retirement contributions of the remaining pay periods in the fiscal year as if the contribution rate had been implanted on June 27, 2010.

For example, if the additional contributions do not begin until August 22, 2010 (pay period# 18) the additional employee contributions for each of the subsequent pay periods in the 2010-2011 Fiscal Year will be recalculated by the Finance Department so that 100% of the additional employee contributions are made by the end of the fiscal year.

The parties understand that in order to implement this provision, an amendment must be made to the Police & Fire Department Retirement Plan that requires an ordinance amending the San Jose Municipal Code. In addition, the parties understand that the City will request that the Police and Fire Department Retirement Board have its actuary confirm that an increase of the employee contribution will reduce the City's contribution rate by a commensurate amount.

CONTINGENCY PROVISION

In the event that the additional employee retirement contributions described above are not implemented for any reason by October 1, 2010 or the Police & Fire Department Retirement Boards' actuary concludes that the City's contribution rate could not be reduced by a commensurate amount, the equivalent amount of compensations shall be taken on a pre tax contribution basis to off-set the city's contribution for health and dental premium costs.

In the event that the additional employee retirement contributions described above are ceased for any reason thereafter, or the Police and Fire Department Retirement Board's actuary concludes that the City's contribution rate could not be reduced by the commensurate amount after beginning such deductions, the equivalent amount of compensation shall be taken as a base pay reduction on a pre tax contribution basis to off-set the City's contribution for health and dental premium costs.

HEALTH CARE COST SHARING

Effective December 26, 2010 the City will pay eighty-five percent (85%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay fifteen percent (15%) of the premium for the lowest priced plan for employee or for employee and dependent coverage. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution toward the lowest priced plan for employee or for employee and dependent coverage.

HEALTHCARE HMO PLAN DESIGN

Co pays for all available HMO plans shall be as follows:

- a. Office Visit Co-pay shall be increased to \$25.
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name.
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure co pay shall be increased to \$100

HEALTH AND DENTAL IN LIEU

Effective December 26, 2010 employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period

	Health in lieu	Dental in lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

HEALTH CARE DUAL COVERAGE

Health Insurance Coverage

Effective January 1, 2011, an employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee.

Dental Plan

Effective January 1, 2011, an employee may not be simultaneously covered by City-provided dental benefits as a City employee, and as a dependent of another City employee.

NO LAYOFFS DURING FISCAL YEAR 2010-2011

Effective July 1, 2010 through June 30, 2011, there shall be no layoffs of positions represented by IAFF Local 230

For purposes of this section, layoff shall be defined as involuntarily leaving City employment due to budget reductions.

Any positions restored through one-time savings will restore positions for fiscal year 2010-2011 only. These positions will be eliminated on June 30, 2011.

UNIFORM PAY

Employees are eligible to receive \$495 annually for uniform allowance payable in lump sum in January of each year. The uniform allowance for eligible employees shall be reduced by an amount, agreed upon by the parties, equivalent to the Health care reductions that would have taken place on July 1, 2010 – January 1, 2011. The intent of this reduction in uniform allowance is to offset as if all of the health care reductions had taken place on July 1, 2010- January 1, 2011. The Finance Department will calculate the appropriate dollar amount to be taken from each employees biweekly pay. In the event that the necessary amount to offset the \$495 exceeded, then the City shall take the remaining amount necessary to fill the void from base pay reductions.

STRENGTHENING RETIREMENT SYSTEMS (GASB Payments)

Effective June 30, 2011, the parties agree that for the next five (5) years, bargaining unit employees shall contribute on a pre-tax basis towards retiree medical benefits in an amount agreed upon by the parties

The parties agree that the contributions made effective June 30, 2011 shall be held in trust for the sole and exclusive purpose of funding firefighter retiree healthcare benefits.

This is a package proposal. This package proposal is submitted in an attempt to reach a settlement in these extraordinary economic circumstances facing the City and in an effort to save Fire companies from closure. This does not concede Local 230's position on "Market Placement." In the event the package proposal is not accepted, Local 230 reserves the right to modify or amend any future proposals, including, but not limited to, the effective dates of the specific changes. In the event of interest arbitration, final proposals are not limited to and need not reflect the issues or proposals made during bargaining.